

NEW NUMB 302
#13

ELIAS C. ALVORD (1942)
ELLSWORTH C. ALVORD (1964)

ROBERT W. ALVORD*
CHARLES T. KAPPLER
JOHN H. DOYLE*
GEORGE JOHN KETO*
RICHARD N. BAGENSTOS
JAMES C. MARTIN, JR.*

*ALSO ADMITTED IN NEW YORK
*ALSO ADMITTED IN OHIO
*ALSO ADMITTED IN MARYLAND

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ALVORD AND ALVORD

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16263
RECORDATION NO. FILED 1425

3/31/1989 - 4:40 PM

INTERSTATE COMMERCE COMMISSION

9-093A001

MAR 31 4 33 PM '89
MOTOR OPERATING UNIT

Ms. Noretta R. McGee
Secretary
Interstate Commerce Commission
Washington, D.C. 20423

Dear Ms. McGee:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11303(a) are three (3) original copies of a Bill of Sale dated as of March 31, 1989, a primary document as defined in the Commission's Rules for the Recordation of Documents.

The names and addresses of the parties to the enclosed document are:

Seller: Greenbrier Railcar, Inc.
One Centerpointe Drive
Lake Oswego, Oregon 97035

Buyer: Greyhound Financial Corporation
111 West Clarendon
Phoenix, Arizona 85077

A description of the railroad equipment covered by the enclosed document is set forth in Exhibit C.1 attached hereto and made a part hereof.

Also enclosed is a check in the amount of \$13 payable to the order of the Interstate Commerce Commission covering the required recordation fee.

Kindly return two (2) stamped copies of the enclosed document to Charles T. Kappler, Esq., Alvord and Alvord, 918 Sixteenth Street, N.W., Washington, D.C. 20006.

CF. Kappler
Charles T. Kappler

Ms. Noreta R. McGee
Secretary
Interstate Commerce Commission
Page Two

A short summary of the enclosed primary document to
appear in the Commission's Index is:

Bill of Sale dated as of March 31, 1989 between
Greenbrier Railcar, Inc., Seller, and Greyhound
Financial Corporation, Purchaser, covering 132
boxcars and 50 open top hopper cars.

Very truly yours,


Charles T. Kappler

Enclosures

EXHIBIT C.1

Description of Equipment

Group 1:

Eighteen (18) used 50' boxcars bearing reporting marks WC 20100 through WC 20117, inclusive. Purchase Price: \$23,350 each.

Group 2:

Fourteen (14) used 50' boxcars bearing reporting marks WC 20150 through WC 20163, inclusive. Purchase Price: \$25,450 each.

Group 3:

Fifty (50) used open top hopper cars bearing reporting marks WC 200 through WC 249, inclusive. Purchase Price: \$9,268 each.

Group 4:

One hundred (100) used 50' boxcars bearing reporting marks WC 25700 through WC 25794, inclusive; WC 25950 through WC 25954, inclusive. Purchase Price: \$15,100 each.

N32491.1

BILL OF SALE3/31/1989 -4 40 PM
INTERSTATE COMMERCE COMMISSION

KNOWN ALL MEN BY THESE PRESENTS, that Greenbrier Railcar, Inc. ("Seller"), for valuable consideration received from Greyhound Financial Corporation ("Purchaser"), the receipt and sufficiency of which is hereby acknowledged, has bargained, sold, transferred, assigned, set over and conveyed, and by these presents does bargain, sell, transfer, assign, set over and convey unto the Purchaser, its successors and assigns forever, free and clear of all liens, claims, and encumbrances of any nature whatsoever, except that certain lease between Greenbrier Railcar, Inc. and Wisconsin Central, Ltd. to be assigned to Purchaser, all of the personal property (the "Equipment") listed in Exhibit C.1 hereto.

TO HAVE AND TO HOLD the Equipment unto the Purchaser, its successors and assigns, to its and their own use and behalf forever.

Seller hereby affirms, represents, and warrants that it has full right, title, and interest in any to the Equipment free of all liens, claims, and encumbrances of any kind or nature whatsoever.

Seller, for itself and its successors and assigns, further covenants and agrees to do, execute and deliver, or to cause to be done, executed and delivered, all such further acts, transfers, and assurances, reasonably requested by Purchaser for the better assuring, conveying and confirming unto Purchaser and its successors and assigns, and all singular, the Equipment hereby bargained, sold, assigned, transferred, set over and conveyed, as Purchaser and its successors and assigns shall request.

This Bill of Sale and the terms of that certain Purchase Agreement between Seller and Purchaser dated March 31, 1989 and the representations, warranties, and covenants herein contained shall inure to the benefit of Purchaser and its successors and assigns, shall be binding upon Seller and its successors, assigns, and transferees, shall survive the execution and delivery hereof.

IN WITNESS WHEREOF, Seller has caused this Bill of Sale to be executed as of MARCH 31, 1989.

SELLER:
GREENBRIER RAILCAR, INC.

BY: Norman M. Webb
TITLE: Vice President

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N32491.1

STATE OF OREGON)
) SS:
COUNTY OF CLACKAMAS)

On this 31st day of March, 1989 before me personally appeared Norriss M. Webb, to me personally known, who being by me duly sworn that he is Vice President of GREENBRIER RAILCAR, INC., that attached Bill of Sale was signed on behalf of said corporation, and he acknowledged that the execution of the attached Bill of Sale was his free act and deed.


Notary Public

(NOTARIAL SEAL)

My commission expires: 5/28/90

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